

# IP management in collaborations at the JRC

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# Overview

Joint Research Centre  
Collaborations  
IP management  
Lessons learned



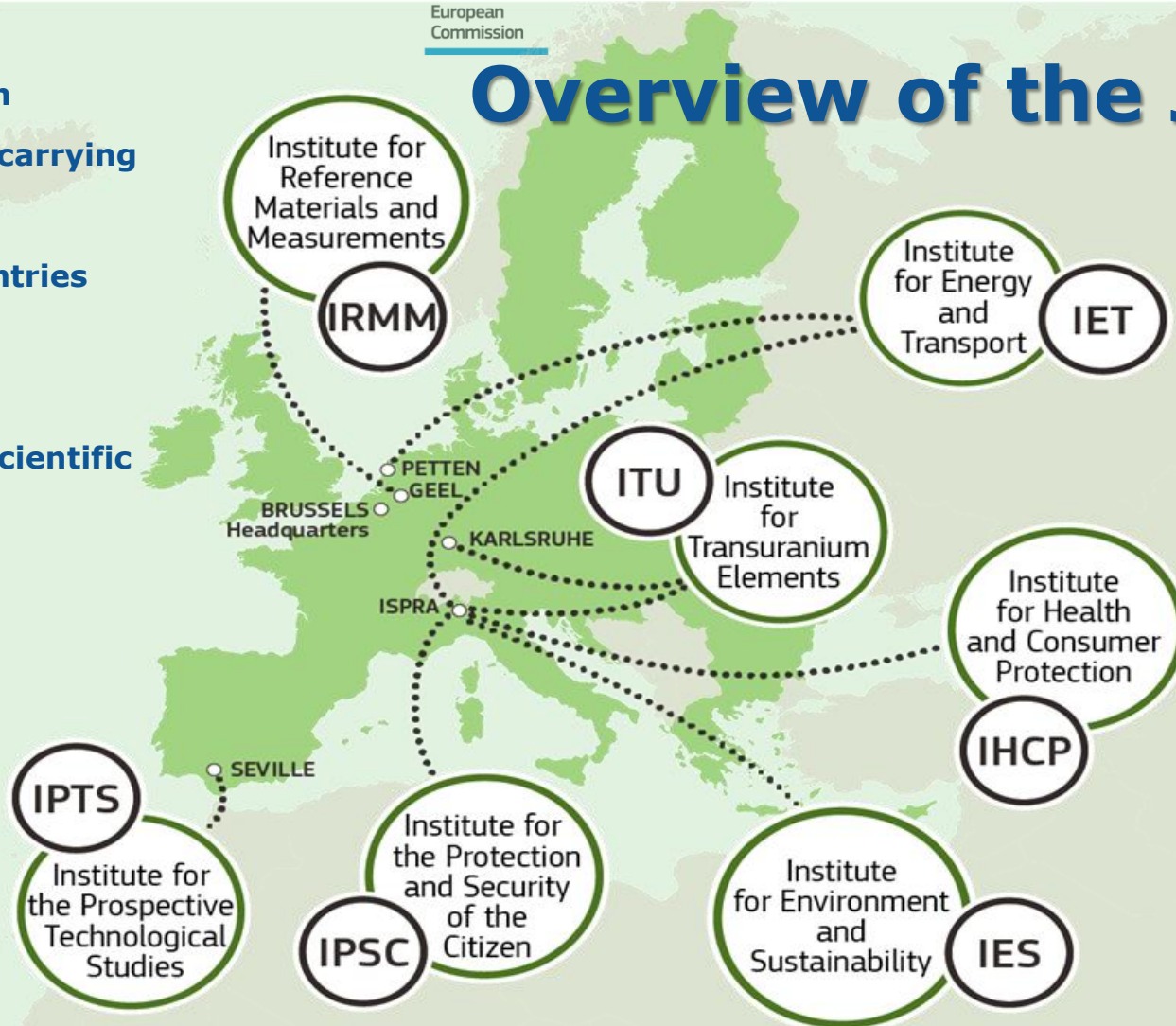
# Joint Research Centre

# Joint Research Centres



- Established in 1957
- The only Commission Directorate General carrying out direct research
- 7 institutes in 5 countries
- 3,068 staff (35% short-term)
- 744 peer reviewed scientific publications in 2013
- Budget 2014: €401,5 million

## Overview of the JRC





## **JRC, the Commission's in-house science service**

- **Provides EU policies with independent, evidence-based scientific and technical support throughout the whole policy cycle**
- **Cooperates with the Member States, industry, universities and research organisations in the EU and worldwide**
- **Is independent of industrial and national interests**
- **Provides fast and flexible response.**



## Key orientations

- **Agriculture and global food security**
- **Single market, growth, jobs and innovation**
- **Economic and Monetary Union (EMU)**
- **Public health, safety and security**
- **Low-carbon economy and resource efficiency**
- **Nuclear safety and security (EURATOM programme)**



## A networked organisation

**JRC collaborates extensively with over 1 000 public and private organisations, institutions and expert groups in more than 250 major networks worldwide**

### **JRC provides**

- Networks
- Access to facilities
- Technology transfer
- Participation in indirect actions of Horizon 2020
- Training

# Collaborations





## Partners

National authorities, universities, key scientific organisations, industries in the EU and countries associated to the research Framework Programme,

third country partners and international and regional intergovernmental organisations

along the lines of JRC international strategy.



## Procedure

Initiation

Assessment

Drafting

Finalisation

Archiving

### **Mission and values check**

JRC mission statement, vision & core values  
Excellence, integrity & transparency  
Key Orientations  
Work Programmes

### **Added value**

Provide policy support  
Potential impact  
Image & reputation  
Enhance networking opportunities

### **Partner**

No sensitive issues  
Implement JRC's international strategy  
Good national and international reputation

## Purpose, scope and goals of collaborations

### Purpose

- Understanding and resolving scientific issues
- Share know-how with Member States, the scientific community and international partners
- Ensure that discoveries, inventions and creations generated are utilized in ways most likely to benefit the public

### Scope

- Exchange of information, research results, granting of access to databases,
- Joint research activities
- Exchange of personnel in the fields of competence of the JRC

## Purpose, scope and goals of collaborations

### Goals

- Improve the co-ordination or the effectiveness of co-operations between the JRC and partners in specific domains
- Deepen the understanding of the scientific, economic and social issues in specific domains



## Types of agreements

- Letter of Intent (LoI)
  - Memoranda of Understanding (MoU)
  - Collaboration Agreements (CA)
  - Research Framework Arrangement (RFA)
  - Collaborative Research Arrangement (CRA)
  - Implementing Agreements/Implementing Arrangements (IA)
- IP provisions**

depending on:

- whether the partner:
  - is based in a Member State, a third party (associated countries or not), an international or regional intergovernmental organisation,
  - is a public or a private body
- degree of commitment and scope of collaboration (commitment to collaborate, exploration of collaboration areas, strategic frame, joint projects)

# IP management



## Declaration

Obligation to declare list of IP created in the framework of the collaboration – **foreground IP**

## Protection of results

Obligation to put in place appropriate means to ensure ownership of rights.

In case the owing party decides to waive or abandon its right in IP or decide not to protect such IP (patentable or not) it undertake to inform the other party.

The other party may decide to pursue the protection of such IP in its own name and through its own means. The party undertake to sign an **Assignment Agreement**.

Note: in principle, the JRC does not assign the rights belonging to the EU/EURATOM to third-parties.





## Ownership

IP belong to the party **whose personnel** created it

The owning party have the right to use, exploit, assign or dispose of such IP at its own will and discretion



## Ownership

In the following cases:

- the IP created cannot be clearly separated between the parties  
or
- the parties have mutually contributed to the creation of the IP  
or
- the different parts of the created IP cannot exist independently  
of the other parts

the IP is **jointly owned**

The Parties undertake to conclude a **joint-ownership agreement**

In the absence of a joint-ownership agreement, neither side can dispose of, license, assign or transfer the jointly-owned IP without the prior permission of the other side

## Access

Access to **foreground IP** of the other partie(s) on non-exclusive, royalty-free and non-transferable basis for internal and non-commercial purpose only

## **Publications**

Neither party can publish, disseminate, make publically available or disclose result of the collaboration without prior written consent of the other party.

Acknowledge and reference authors and contributors.

# Lessons learned



## Frequently negotiated

Declaration of **background IP**

Access to **background IP**

Flexibility on joint-ownership

## **Sometimes problematic with academic institutes**

What to do when one party does not want/wish to protect its results

Consent of the other party to publish the results from the collaboration

## Other requests to adapt IP provisions

Use of IP by affiliates and in case of early termination

Rules for sharing ownership

Early clarifications of aspects normally clarified in joint-ownership agreements or assignment agreements (rule of the exploitation of jointly-owned IP, access to IP transferred to the other party, etc.)

Right of first refusal to foreground (!)



**Thank you for your attention**

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